

DOCKET NO. FBT-CV-15-5030346-S
AMIEL DABUSH DOREL

v.

LLOYDS LONDON

: SUPERIOR COURT
: J.D. OF FAIRFIELD
:
: AT BRIDGEPORT
:
: January 12, 2016

**AFFIDAVIT OF ANTOINE G. BROWN
IN SUPPORT OF DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

ANTOINE G. BROWN, being duly sworn deposes and says under penalty of perjury:

1. I am the Claims Handler employed by Atrium Risk Management Services (Washington) Ltd., a wholly owned subsidiary of Atrium Underwriters, Ltd., the Lloyd's managing agent for defendants those certain Underwriters at Lloyd's, London who subscribe the insurance policy at issue in this litigation ("Underwriters").

2. I make this affidavit in support of Underwriters' motion for summary judgment. I am fully familiar with the facts stated herein which are true to my knowledge or, as indicated, are true based upon my review of the records of Underwriters that are maintained in the ordinary course of their business.

3. Attached as Exhibit A to this affidavit is a true and accurate copy of Underwriters' policy issued under certificate no. ATR/D/16370 to Ameil Dabush Dorel and providing insurance for the premises known as 414 Jackson Avenue, Bridgeport, Connecticut.

4. The "Dwelling Property 3 – Special Form" forming part of the policy specifies the terms of the property insurance provided by the policy. The "Perils Insured Against" section of the policy provides in relevant part:

PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other structures

1. We insure against risk of direct physical loss to property described in Coverages A and B.

2. We do not insure, however, for loss:

...
c. Caused by:

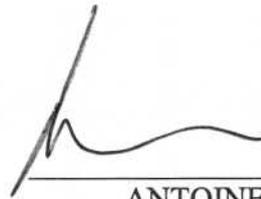
...
(6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by an intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

5. Attached as Exhibit B to this affidavit is a true and accurate copy of Mr. Dorel's "Property Loss Notice" received by Underwriters concerning a June 20, 2014 theft loss at the 414 Jackson Avenue, Bridgeport premises.

6. The information provided by Mr. Dorel revealed that nobody resided at the dwelling during his ownership of the premises.

7. Attached as Exhibit C to this affidavit is a true and accurate copy of the disclaimer letter dated August 12, 2014 and sent from Underwriters' adjuster to the insured, Ameil Dabush Dorel.

Further affiant sayeth naught.



ANTOINE G. BROWN

Sworn to before me
This the ____ day of January, 2016

Notary Public

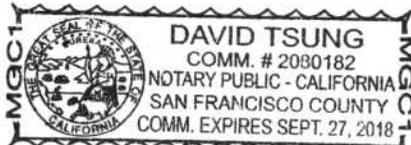
SEE ATTACHED
NOTARY CERTIFICATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN FRANCISCO

Subscribed and sworn to (or affirmed) before me on this 12
day of January, 2016, by Antoine G Brown

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read 'David Tsung', written over a horizontal line.

EXHIBIT A



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Jimcor Agency, Inc.
84 October Hill Road
Building 7
Holliston
Massachusetts
01746

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 7 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
 Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

24/08/00
NMA2868

Certificate Reference No:	ATR/D/16370	Authority Reference No:	B064614DIV417
1. Name of Insured:	Ophir Sahar & Ameil Dabush Dorei	Insured Location:	414 Jackson Avenue Bridgeport CONNECTICUT 06606
Mailing Address of Insured:	11 Jean Terrace Trumbull CONNECTICUT 06611		
2. Effective from:	12-February 2014	To:	12 February 2015
			both days at 12:01 a.m. standard time
3. Insurance is effected with certain UNDERWRITERS AT LLOYD'S, LONDON:	100%		
4. Terms and Conditions			

PROPERTY	LIMIT(S)	COVERAGE	PREMIUM
Coverage A – Dwelling (subject 80% Coinsurance)	\$300,000	Special Form – ACV	\$1,522.00
Coverage B – Other Structures	\$0	No	
Coverage C – Personal Property(ex-theft)	\$30,000	Yes	
Coverage D – Fair Rental Value	\$30,000	Yes	
Coverage E – Additional Living Expenses	\$0	No	
Coverage F – Other Coverages	As defined in endorsement ATR-77a		
Vandalism & Malicious Mischief	Full limit	Yes	
Coverage A Theft	Full limit	Yes	
Water Damage	Full limit	Yes	
Wind and Hail Deductible per occurrence	\$2,500		
All Other Perils Deductible per occurrence	\$2,500		
Vandalism & Malicious Mischief Deductible per occurrence	\$2,500		
Coverage A Theft Deductible per occurrence	\$2,500		
Water Damage Deductible per occurrence	\$2,500		
Renovations	\$0	Description - N/A	

PREMISES LIABILITY	LIMIT(S)	COVERAGE	PREMIUM
Each Occurrence Limit	\$1,000,000	Yes	\$340.00
Swimming Pool Liability Limited Coverage	\$0	No	
Medical Payments Per Person/Aggregate Limit	\$2,500/\$2,500	Yes	

TOTAL PREMIUM	\$1,862.00
Surplus Lines Tax	\$74.48
Surplus Lines Tax	\$0.00
Policy Fee	\$75.00
Inspection Fee	\$100.00
Admin Fee	\$0.00
Stamping Fee	\$0.00

TOTAL DUE	\$2,111.48
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NOTICE

THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION.

THIS POLICY IS SUBJECT TO CANCELLATION IF A SATISFACTORY PHOTOGRAPH IS NOT RECEIVED WITHIN 30 DAYS OF BINDING.

5. **Retail Broker:** IM Insurance Brokerage, Inc.
1262 56th St.
Brooklyn
NY
11219

By:

Louise F. Chalmers

Correspondent

Dated: 14 February 2014

Certificate Reference No: ATR/D/16370

Authority Reference No: B064614DIV417

6. Forms attached hereto and special conditions:

Insurance Binder - Dwelling Package (Special)
INVOICE New Policy
NMA2868 Lloyds Certificate (SLC-3 USA) - Dwelling Package (Special)
DL 01 06 06 97 - Special Provisions - Connecticut
DL 25 06 03 06 - Special Provisions - Connecticut
DL 25 06 06 97 - Special Provisions - Connecticut
DL 24 11 07 88 Premises Liability (Non-Owner occupied Dwelling)
DL 24 01 07 88 - Personal Liability
DL 24 16 07 88 - No Coverage For Home Care Day Business
DP 00 03 12 02 - Dwelling Property 3 Special Form
DP 01 06 03 06 - Special Provisions - Connecticut
DP 01 06 06 97 - Special Provisions - Connecticut
DP 04 76 12 02 Actual Cash Value Loss Settlement
ATR-2a Mold and Fungi Exclusion Clause
ATR-8 Renovations or Construction Work Operations Exclusion
ATR-9a Swimming Pool Liability Exclusion
ATR-30 Minimum Earned Premium Endorsement
ATR-35 Schedule of Underwriters
ATR-69 - Amendatory Endorsement Personal Liability Coverage
ATR-77a - Coverage F. (Other Coverages) Exclusion of Improvements, Alterations, Additions and World Wide Coverage
ATR-82 Combination Endorsement - Dwelling Liability Coverage
ATR-86 Business Activities Exclusion
ATR-88 Amendment to Definition of Residence Premises
ATR-91 Amendment to Description of Covered Personal Property
ATR-111 Theft Limitation Endorsement (Coverage A - Dwelling)
ATR-112 Water Damage Limitation Endorsement (Dwelling Property - Special)
ATR-116 Vandalism & Malicious Mischief Limitation Endorsement (Dwelling Property - Special)
LSW 1001 - Several Liability Notice
LSW 1135b - Lloyds Privacy Statement
NMA 2915 - Electronic Data Endorsement B
NMA 1331 - Cancellation Clause
NMA 2340 - Seepage and Pollution and Contamination (Combined Clause)
NMA 2802 - Electronic Date Recognition Exclusion (EDRE)
NMA 2920 - Terrorism Exclusion Endorsement
NMA 2962 - Biological or Chemical Materials Exclusion
Additional Insured (none if blank):
N/A
N/A

LSW 546 Total or Constructive Loss
NMA 464 War and Civil War Exclusion Clause
NMA 1191 Radioactive Contamination Exclusion Clause – Physical Damage – Direct (U.S.A.)
Employment Related Practices Exclusion;
Lead Contamination Exclusion;
Punitive or Exemplary Damages, Fines or Penalties Exclusion;
Asbestos, Silica and Formaldehyde Exclusion;
Assault, Battery and Negligent Hiring/Supervision Exclusion;
Independent Contractors' Employees or Leased Workers Exclusion;
Animal Exclusion;
Total Pollution Exclusion;
Trampoline Exclusion.

7. Service of Suit:

Walker Wilcox Matousek LLP
One North Franklin Street, Suite 3200,
Chicago, IL 60606-3610

In event of claim, please notify the following:

Mclarens Young International
1200 Roosevelt Road, Suite 206, Glen Ellyn
Illinois, 60137
Phone: 630.409.1460, Fax:630-953-6049

UNLESS OTHERWISE PROVIDED, THE TERMS AND PROVISIONS OF THIS ENDORSEMENT
MODIFY THE INSURANCE PROVIDED UNDER YOUR POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – CONNECTICUT

PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS

Item 1. **Concealment or Fraud** is deleted.

6. **Cancellation.** The first two paragraphs of **b.** are deleted and replaced by the following:

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing.

The following Condition is added:

7. **Nonrenewal.** We may elect not to renew this policy and may do so by letting you know in writing at least 60 days before the expiration date of this policy. The written notice, stating the reasons for nonrenewal, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – CONNECTICUT

DEFINITIONS

Paragraph A. is replaced by the following:

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a civil union under, recognized under Connecticut law;

if a resident of the same household.

EXCLUSIONS

Under Item 2. **Coverage L – Personal Liability** in Endorsement DL 24 01, Paragraph f. is deleted and in Endorsement DL 24 82, Item 6. is deleted.

CONDITIONS

Paragraph 5. **Death** is replaced by the following:

5. Death

If any person named in the Declarations or:

- a. The spouse if a resident of the same household; or
- b. A party who has entered into a civil union, recognized under Connecticut law, with any person named in the Declarations if a resident of the same household;

dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

2. "Insured" includes:

- a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

The following condition is added:

11. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, an "insured" has intentionally:

- a. Concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made material false statements;
- relating to this insurance.

All other provisions of this policy apply.

UNLESS OTHERWISE PROVIDED, THE TERMS AND PROVISIONS OF THIS ENDORSEMENT
MODIFY THE INSURANCE PROVIDED UNDER YOUR POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – CONNECTICUT

EXCLUSIONS

Under Item 2. **Coverage L – Personal Liability** in Endorsement DL 24 01, Paragraph f. is deleted and in Endorsement DL 24 82, Item 6. is deleted.

CONDITIONS

The following condition is added:

11. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, an "insured" has intentionally:

- a. concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made material false statements;
- relating to this insurance.

All other provisions of this policy apply.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Location*

Number of Families*

414 Jackson Avenue
Bridgeport
CONNECTICUT
06606

*Entries may be left blank if shown elsewhere in this policy for this coverage.
All other provisions of this policy apply.

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
 - a. the "residence premises;"
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b above;
 - d. any part of a premises:
 - (1) not owned by an "insured;" and
 - (2) where an "insured" is temporarily residing;
 - e. vacant land, other than farm land, owned by or rented to an "insured;"
 - f. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"
 - g. individual or family cemetery plots or burial vaults of an "insured;" or
 - h. any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;
where you reside and which is shown as the "residence premises" in the Declarations.
"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident

causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. to a person on the "insured location" with the permission of an "insured;" or
2. to a person off the "insured location," if the "bodily injury."
 - a. arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. is caused by the activities of an "insured;"
 - c. is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured;" or
 - d. is caused by an animal owned by or in the care of an "insured."

EXCLUSIONS

1. Coverage L-Personal Liability and Coverage M-Medical Payments to Others do not apply to "bodily injury" or "property damage:"

- a. which is expected or intended by the "insured."
- b.(1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business;"
 - (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location:"
 - (a) on an occasional basis if used only as a residence;
 - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) in part, as an office, school, studio or private garage.

- c. arising out of the rendering of or failure to render professional services.
- d. arising out of a premises:
 - (1) owned by an "insured;"
 - (2) rented to an "insured;" or
 - (3) rented to others by an "insured;" that is not an "insured location."
- e. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured;"
 - (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.

(2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

- (a) not owned by an "insured;" or
- (b) owned by an "insured" and on a "insured location."

(3) a motorized golf cart when used to play golf on a golf course.

(4) a vehicle or conveyance not subject to motor vehicle registration which is:

- (a) used to service an "insured's" residence;
- (b) designed for assisting the handicapped; or
- (c) in dead storage on an "insured location."

f. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- (2) the entrustment by an "insured" of a watercraft described below to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured."

But, outboard motors of more than 25 total horsepower are covered for the policy period if:

- (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
- (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;

(2) the entrustment by an "insured" of an aircraft to any person; or

(3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

i. which arises out of the transmission of a communicable disease by an "insured."

j. arising out of sexual molestation, corporal punishment or physical or mental abuse.

k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions d., e., f., and g. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. Coverage L-Personal Liability, does not apply to:

a. liability:

(1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) that directly relate to the ownership, maintenance or use of an "insured location;" or

(b) where the liability of others is assumed by the "insured" prior to an "occurrence;"

unless excluded in (1) above or elsewhere in this policy.

b. "property damage" to property owned by the "insured."

c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

- d. "bodily injury" to any person eligible to receive any benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; by the "insured" under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - e. "bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or any of their successors.
 - f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.
- 3. **Coverage M-Medical Payments to Others**, does not apply to "bodily injury:"
 - a. to a "residence employee" if the "bodily injury:"
 - (1) occurs off the "insured location;" and
 - (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination;

all whether controlled or uncontrolled or however caused; or

 - (4) any consequence of any of these.
 - d. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. Claim Expenses. We pay:

- a. expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
- c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
- d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. arising out of:
 - (1) a "business" engaged in by an "insured;"
 - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

CONDITIONS

1. Limit of Liability. Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage L as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the Declarations.

- 2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
- give written notice to us or our agent as soon as is practical, which sets forth:
 - the identity of the policy and "insured;"
 - reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
 - names and addresses of any claimants and witnesses;
 - promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"
 - at our request, help us:
 - to make settlement;
 - to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
 - with the conduct of suits and attend hearings and trials;
 - to secure and give evidence and obtain the attendance of witnesses;
 - under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- 4. Duties of an Injured Person-Coverage M-Medical Payments to Others.**
- The injured person or someone acting for the injured person will:
- give us written proof of claim, under oath if required, as soon as is practical; and
 - authorize us to obtain copies of medical reports and records.
- The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.
- 5. Payment of Claim-Coverage M-Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
- 6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.
- No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
- 8. Other Insurance-Coverage L-Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
- 9. Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- 10. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
- Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

DWELLING PROPERTY 3 – SPECIAL FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

A. Coverage A – Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B – Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.
2. We do not cover:
 - a. Land, including land on which the other structures are located;
 - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

- d. Gravemarkers, including mausoleums.

C. Coverage C – Personal Property

1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.
 - (1) This includes:
 - (a) Their accessories, equipment and parts; or

- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the vehicle or conveyance.

- (2) We do cover motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
 - (a) Used solely to service the Described Location; or
 - (b) Designed to assist the handicapped;
 - f. Watercraft of all types, other than rowboats and canoes;
 - g. Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment;
We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
 - h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
 - i. Water or steam; or
 - j. Gravemarkers, including mausoleums.
- 3. Property Removed To A Newly Acquired Principle Residence**

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

D. Coverage D – Fair Rental Value

1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

E. Coverage E – Additional Living Expense

1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

F. Other Coverages

1. Other Structures

You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

This coverage is additional insurance.

2. Debris Removal

We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property.

3. Improvements, Alterations And Additions

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

This coverage is additional insurance.

4. World-Wide Coverage

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

5. Rental Value And Additional Living Expense

You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

6. Reasonable Repairs

a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.

b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

7. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

8. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

9. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

10. Collapse

a. With respect to this Other Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.

- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
 - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
- (1) The Perils Insured Against named under Coverage C;
 - (2) Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
 - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **b.(2)** through **(6)** above unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

11. Glass Or Safety Glazing Material

- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and

- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

c. This coverage does not increase the limit of liability that applies to the damaged property.

12. Ordinance Or Law

a. The Ordinance Or Law limit of liability determined in **b.** or **c.** below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owners Building Items at each Described Location; or

- (2) Is not insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage 12. Ordinance Or Law, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.
- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other Structures

- 1. We insure against risk of direct physical loss to property described in Coverages A and B.
- 2. We do not insure, however, for loss:
 - a. Excluded under General Exclusions;
 - b. Involving collapse, except as provided in Other Coverage 10. Collapse; or
 - c. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;
- (3) Theft of property not part of a covered building or structure;
- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
 - (a) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (b) Trees, shrubs, plants or lawns;

(6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

(7) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

(8) Any of the following:

(a) Wear and tear, marring, deterioration;

(b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

(c) Smog, rust or other corrosion, mold, wet or dry rot;

(d) Smoke from agricultural smudging or industrial operations;

(e) Discharge, dispersal, seepage, migration release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

(f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings; or

(g) Birds, vermin, rodents, insects or domestic animals.

Exception To c.(8)

Unless the loss is otherwise excluded, we do not cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

(i) Storm drain, or water, steam or sewer pipe, off the Described Location; or

(ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or roof drain, gutter, down spout or similar fixtures or equipment.

General Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of ground do not apply to loss by water covered under c.(8) above.

Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

B. Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in the General Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril does not include loss to:

a. Property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;

b. Canoes and rowboats; or

c. Trees, shrubs or plants.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss by pilferage, theft, burglary or larceny.

9. Damage By Burglars

a. This peril means damage to covered property caused by burglars.

b. This peril does not include:

(1) Theft of property; or

(2) Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. Falling Objects

This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in the building.

12. Accidental Discharge Or Overflow Of Water Or Steam

a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

b. This peril does not include loss:

(1) To the system or appliance from which the water or steam escaped;

(2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing; or

(3) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.

d. General Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing except as provided in the peril of freezing below.

14. Freezing

a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided under Other Coverage 12. Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion A.7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in **A, B or C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

B. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A**, above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling grading, compaction,
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;of part or all of any property whether on or off the Described Location.

CONDITIONS

A. Policy Period

This policy applies only to loss which occurs during the policy period.

B. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this policy at the time of loss; or
2. For more than the applicable limit of liability.

C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. Your interest and that of all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;

- f. The inventory of damaged personal property described in D.3.;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

E. Loss Settlement

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverage F.12. Ordinance Or Law. Covered property losses are settled as follows:

1. Property of the following types:

- a. Personal property;
- b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- c. Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The limit of liability under this policy that applies to the building;
- (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

- (1) Less than 5% of the amount of insurance in this policy on the building; and
- (2) Less than \$2,500;

we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

- e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

F. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

G. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

H. Other Insurance And Service Agreement

If property covered by this policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

I. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

J. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within two years after the date of loss.

K. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

L. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

M. Abandonment Of Property

We need not accept any property abandoned by you.

N. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and

- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Paragraphs G. Appraisal, J. Suit Against Us and L. Loss Payment also apply to the mortgagee.
- 3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- 4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

O. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

P. Cancellation

- 1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

Q. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

R. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of this policy; or
- 2. An amendatory endorsement.

S. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

T. Assignment

Assignment of this policy will not be valid unless we give our written consent.

U. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

V. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

3. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

W. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

X. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Y. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – CONNECTICUT

DEFINITIONS

The first sentence of the lead in to the **Definitions** Section is deleted and replaced by the following:

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

- a. The spouse; or
- b. A party who, with the "named insured", has entered into a civil union, recognized under Connecticut law; if a resident of the same household.

COVERAGES

OTHER COVERAGES

(All forms except DP 00 01), Paragraph f. under Item 10. **Collapse** is deleted and replaced by the following:

- f. Use of defective material or methods in construction, remodeling or renovation.

11. In Forms DP 00 02 and DP 00 03, **Glass Or Safety Glazing Material** is deleted and replaced by the following:

11. Glass Or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
 - (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage 11. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following Other Coverage is added to all forms except DP 00 01. When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.

12. Ordinance Or Law

- a. The Ordinance or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which required or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. If you are an owner of a Described Location, and that location:
 - (1) Is insured for Coverage A or Unit-Owner Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owner Building Items at each Described Location; or

- (2) Is not insured for Coverage A or Unit-Owner Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations and Additions at each Described Location.
- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

GENERAL EXCLUSIONS

- 1. **Ordinance Or Law** is deleted and replaced by the following:
 - 1. **Ordinance Or Law**, meaning any ordinance or law:
 - a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. in Form DP 00 02, A.1.a. in Form DP 00 01, and 1.a.(1) in Form DP 00 03, does not apply to the amount of coverage that may be provided under Other Coverages, Glass or Safety Glazing Material or Ordinance or Law;
 - b. The requirements of which result in a loss in value to property; or
 - c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion A.1. in Form DP 00 01 and Exclusion 1.a. in Form DP 00 03.)

- 2. For all forms other than DP 00 01, **Earth Movement** is deleted and replaced by the following:
 - 2. **Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
 - a. Fire; or
 - b. Explosion;
 ensues and then we will pay only for the ensuing loss.

(This is Exclusion 1.b. in Form DP 00 03.)

- 4. **Power Failure** is deleted and replaced by the following:
 - 4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form DP 00 03.)

Item 8. **Intentional Loss** is deleted and replaced by the following:

- 8. **Intentional Loss**. We do not provide coverage for a person insured under this policy who commits or directs an act with the intent to cause a loss. (This is Item 1.h. in Form DP 00 03.)

CONDITIONS

Item 3. **Concealment Or Fraud** is deleted and replaced by the following:

- 3. **Concealment Or Fraud**. The entire policy will be void if, whether before or after a loss, you have intentionally:
 - a. Concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made material false statements;
 relating to this insurance.

Item 15. **Mortgage Clause** is deleted and replaced by the following:

15. Mortgagee Interest And Obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Item 17. **Cancellation.** The first two paragraphs of b. and Item b.(2) are deleted and replaced by the following:

b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing. The notice will state that excess premium (if not tendered) will be refunded on demand.

(2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.

Item 18. **Nonrenewal** is deleted and replaced by the following:

18. Nonrenewal. We may elect not to renew this policy and may do so by letting you know in writing at least 60 days before the expiration date of this policy. The written notice, stating the reasons for nonrenewal, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing.

All other provisions of this policy apply.

UNLESS OTHERWISE PROVIDED, THE TERMS AND PROVISIONS OF THIS
ENDORSEMENT MODIFY THE INSURANCE PROVIDED UNDER YOUR POLICY.
PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – CONNECTICUT

COVERAGES

OTHER COVERAGES

(All forms except DP 00 01), paragraph f. under item
10. Collapse is deleted and replaced by the following:

- f. Use of defective material or methods in construction, remodeling or renovation.

11. In forms DP 00 02 and DP 00 03, **Glass or Safety Glazing Material** is deleted and replaced by the following:

11. Glass or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this OTHER COVERAGE 11. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following OTHER COVERAGE is added to all forms except DP 00 01. When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under OTHER COVERAGE 3. Improvements, Alterations and Additions.

12. Ordinance or Law

a. The Ordinance or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which required or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a PERIL INSURED AGAINST;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a PERIL INSURED AGAINST to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a PERIL INSURED AGAINST.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for COVERAGE A or Unit-Owner Building Items, you may use up to 10% of the limit of liability that applies to COVERAGE A or Unit-Owner Building Items at each Described Location; or
- (2) Is not insured for COVERAGE A or Unit-Owner Building Items, you may use up to 10% of the total limit of liability that applies to COVERAGE B at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations and Additions at each Described Location.

d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

e. We do not cover:

(1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

GENERAL EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:

1. **Ordinance or Law**, meaning any ordinance or law:

a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion 1.a. in Form DP 00 02, A.1.a. in Form DP 00 01, and 1.a.(1) in Form DP 00 03, does not apply to the amount of coverage that may be provided under OTHER COVERAGES, Glass or Safety Glazing Material or Ordinance or Law;

b. The requirements of which result in a loss in value to property; or

c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is exclusion A.1. in form DP 00 01 and exclusion 1.a. in form DP 00 03.)

2. For all forms other than DP 00 01, **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

a. Fire; or

b. Explosion;

ensues and then we will pay only for the ensuing loss.

(This is exclusion 1.b. in form DP 00 03.)

4. **Power Failure** is deleted and replaced by the following:

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a PERIL INSURED AGAINST on the Described Location, we will pay for the loss or damage caused by that PERIL INSURED AGAINST.

(This is exclusion 1.d. in form DP 00 03.)

Item 8. **Intentional Loss** is deleted and replaced by the following:

8. **Intentional Loss**. We do not provide coverage for a person insured under this policy who commits or directs an act with the intent to cause a loss. (This is item 1.h. in Form DP 00 03.)

CONDITIONS

Item 3. **Concealment or Fraud** is deleted and replaced by the following:

3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have intentionally:

a. Concealed or misrepresented any material fact or circumstance;

b. Engaged in fraudulent conduct; or

c. Made material false statements;

relating to this insurance.

Item 15. **Mortgage Clause** is deleted and replaced by the following:

15. Mortgagee Interest and Obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Item 17. **Cancellation.** The first two paragraphs of b. and item b.(2) are deleted and replaced by the following:

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing. The notice will state that excess premium (if not tendered) will be refunded on demand.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.

Item 18. **Nonrenewal** is deleted and replaced by the following:

18. Nonrenewal. We may elect not to renew this policy and may do so by letting you know in writing at least 60 days before the expiration date of this policy. The written notice, stating the reasons for nonrenewal, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE LOSS SETTLEMENT

CONDITIONS

Paragraph E. Loss Settlement is deleted and replaced by the following:

E. Loss Settlement

Covered property losses shall be settled at actual cash value at the time of loss but shall not be settled at more than the amount required to repair or replace.

All other provisions of this policy apply.

MOLD AND FUNGI EXCLUSION CLAUSE

Notwithstanding any other provision in this policy, there is no coverage for any loss or damage involving in any way the actual or potential presence of mold, mildew or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from an insured peril.

The following additional exclusion applies to Section 2 - Liability (to the extent such coverage is provided under this policy as shown on the Declaration):

For any Bodily Injury, Property Damage or Medical Payment claim of any kind directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

We will not defend any Insured with respect to any claim or "suit" seeking such damages.

We will not pay for any loss, cost or expense that any Insured may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

ATR-2a
10/2009

RENOVATION OR CONSTRUCTION WORK OPERATIONS EXCLUSION

The following additional exclusion applies to Section 1 – Property:

In consideration of the premium charged, it is understood and agreed that no coverage is available for any loss or damage directly or indirectly arising out of or relating to any construction, renovation, remodelling or repairs being performed at or upon the insured premises during the period of this policy.

The following additional exclusion applies to Section 2 – Liability (to the extent such coverage is provided under this policy as shown on the Declarations):

In consideration of the premium charged, it is understood and agreed that that no coverage is available for claims for Bodily Injury, Property Damage or Medical Payments directly or indirectly arising out of or relating to any construction, renovation, remodelling or repairs being performed at or upon the insured premises during the period of this policy.

ALL OTHER TERMS AND CONDITIONS TO THIS POLICY REMAIN UNCHANGED

ATR-8
12/2005

SWIMMING POOL LIABILITY EXCLUSION

This insurance does not apply to “bodily injury” or “property damage” or arising out of or in any way relating to the ownership, use or supervision of swimming pools, hot tubs, spas, ponds, lakes, fountains or any related appurtenances.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ATR-9a
11/2009

MINIMUM EARNED PREMIUM ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that if this policy is cancelled by the Insured after the inception date, the minimum earned premium for this policy is 25.00% of the total premium without any short rate or pro rata adjustment.

It is further understood and agreed that cancellation of the policy for non-payment of premium after the inception date shall be deemed a cancellation of the policy by the Insured for purposes of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATR-30
10/2004

Certain Underwriters at Lloyd's, London

Schedule of Underwriters

100% Syndicate 609

AMENDATORY ENDORSEMENT – PERSONAL LIABILITY COVERAGE

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER COVERAGE L – PERSONAL LIABILITY. IT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, and in consideration of the premium charged, and based upon the information submitted in the Application for this insurance, it is understood and agreed as follows:

The definition of “Insured” as set forth in **Item 3** of the **Definitions** section of the **Personal Liability Coverage Form (DL 24 01 07 88)** is extended to include the following, but only with respect to the ownership, maintenance or use of the “insured location” identified in the **Premises Liability Coverage Form (DL 24 11 07 88)**:

- e. If you are designated in the Declarations as a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds.
- f. If you are designated in the Declarations as a limited liability corporation, you are an insured. Your members and managers are also insureds.
- g. If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers,” directors and stockholders are also insureds.
- h. If you are designated in the Declarations as a trust, you are an insured. Your trustees are also insureds.
- i. Your “employees,” other than your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) are also insureds, but only for acts or duties performed within the scope of their employment by you.

The following additional **Items** are added to the **Definitions** section of the **Personal Liability Coverage Form (DL 24 01 07 88)**:

- 9. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- 10. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”
- 11. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business, but only as those duties pertain to the ownership, maintenance or use of the “residence premises.” “Leased worker” does not include a “temporary worker.”
- 12. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short term workload conditions.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ATR-69

**COVERAGE F. (OTHER COVERAGES) EXCLUSION OF IMPROVEMENTS,
ALTERATIONS, ADDITIONS AND WORLD WIDE COVERAGE**

In consideration of the premium charged, it is understood and agreed that the following are deleted in their entirety.

F. Other Coverages

3. Improvements, Alterations and Additions
4. World-Wide Coverage

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN
UNCHANGED.

ATR-77a
10/2009

COMBINATION ENDORSEMENT – DWELLING LIABILITY COVERAGE

THE FOLLOWING EXCLUSIONS MODIFY THE INSURANCE PROVIDED UNDER THE LIABILITY COVERAGE PART. THEY CHANGE THE POLICY. PLEASE READ THEM CAREFULLY.

EXCLUSION – EMPLOYMENT RELATED PRACTICES

This insurance does not apply to “bodily injury” and/or “medical payments” arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions;
- (4) Consequential “bodily injury”, “personal and advertising injury” as a result of (1) through (3) above; or
- (5) Allegations that any insured’s acts, errors or omissions, whether negligent or otherwise, in connection with the supervision or control of employees, agents or representatives caused or contributed to any such “bodily injury” and/or “personal and advertising injury.”

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

EXCLUSION - LEAD CONTAMINATION

This insurance does not apply to:

- (1) “Bodily injury”, “property damage”, or “medical payments” arising out of the ingestion, inhalation or absorption of lead in any form;
 - (2) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
 - (3) Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.
-

EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES, FINES OR PENALTIES

This insurance does not apply to any claim, or provide any indemnity, for punitive or exemplary damages, fines or penalties of any kind whatsoever. If a suit seeking both compensatory and punitive or exemplary damages has been brought against an insured for a claim otherwise within the coverage provided by this policy, we will provide a defense for such action. We will not have any obligation to pay for any costs, interest or other sums of any kind attributable to punitive or exemplary damages, or any fines or penalties of any nature.

EXCLUSION – SEXUAL ACTION, ABUSE OR MOLESTATION

Exclusion 1.j. of Personal Liability DL 24 01 07 88 is replaced by the following:

This insurance does not apply to “bodily injury”, “personal and advertising injury” or “medical payments” arising in whole or in part from:

- (1) The actual, threatened or alleged sexual action, sexual abuse, abuse or molestation, or any consequential injuries as a result thereof by anyone of any person while in the care, custody or control of any insured; or
- (2) The:
 - (a) employment;
 - (b) investigation;
 - (c) supervision;
 - (d) reporting to the proper authorities, or failure to so report; or
 - (e) retention;

whether negligent or otherwise, of any person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who may pay damages because of the injury.

“Sexual action” includes, but is not limited to, any verbal or non-verbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purposes, and emotional or psychological injury or harm to any person or persons.

EXCLUSION – COMMUNICABLE DISEASE

Exclusion I.i. of Personal Liability DL 24 01 07 88 is replaced by the following:

This insurance does not apply to “property damage”, “bodily injury”, “personal and advertising injury” or “medical payments” arising out of claims, allegations or charges brought by or against any Insured for damages or any other payments of any kind arising out of any communicable disease no matter how or by whom transmitted including, but not limited to, the Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).

EXCLUSION – ASBESTOS, SILICA AND FORMALDEHYDE

This insurance does not apply to:

- (1) “bodily injury” caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any other disease or ailment caused by or aggravated by exposure to, or inhalation, consumption or absorption of, asbestos fibers or dust, silica dust or formaldehyde of any kind whatsoever;
 - (2) “property damage” due to or arising out of the actual or alleged presence of asbestos, silica or formaldehyde in any form whatsoever, including the costs of investigating or testing for, monitoring, cleaning up, removing or disposing of any such substance;
 - (3) any loss, cost or expense arising out of any:
 - (a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of asbestos fibers or dust, silica dust or formaldehyde of any kind whatsoever;
 - (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any such substance.
-

**EXCLUSION – ASSAULT, BATTERY AND NEGLIGENT
HIRING/SUPERVISION**

This insurance does not apply to “bodily injury” or “property damage”:

- (1) Arising out of an assault or battery, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an assault or battery, committed by any insured or an employee or agent of any insured; or
- (2) Arising out of any allegations that any insured’s acts, errors or omissions, whether negligent or otherwise, in connection with the hiring, retention, training, supervision or control of any employees, agents or representatives, caused, or contributed or related to, any assault or battery.

**EXCLUSION – INDEPENDENT CONTRACTORS’ EMPLOYEES OR LEASED
WORKERS**

This insurance does not apply to “bodily injury”, “property damage”, or “medical payments” to:

- (1) Any employee or leased worker of independent contractors arising out of operations performed for the insured by said independent contractors or an insured’s acts or omissions in connection with the general supervision of such operations if the insured has rejected the obligation of any workers’ compensation or any similar law, or abrogated, waived or otherwise set aside common rights or defenses generally accorded an employer under any workers’ compensation, disability benefits or unemployment compensation law or similar law; or
- (2) The spouse, child, parent, brother or sister of that employee or leased worker as a consequence of (1) above.

EXCLUSION - ANIMAL

This insurance does not apply to “bodily injury”, “property damage” or “medical payments” arising out of or caused directly or indirectly by any animal owned by the “insured” or for which the “insured” is responsible.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This insurance does not apply to:

(1) "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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EXCLUSION - TRAMPOLINE

It is understood and agreed that this policy does not provide coverage for "bodily injury", "medical payments" or "property damage" arising out of or in any way related to the ownership, use or supervision of any trampoline or any associated structures or equipment

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Business Activities Exclusion

It is understood and agreed that **Exclusion 1.b.(1) of Personal Liability DL 24 01 07 88** is amended to read:

Coverage L-Personal liability and Coverage M-Medical Payments to Others do not apply to "bodily injury" or "property damage"

b.(1) arising out of or in connection with a "business" engaged in by an "insured", and arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured" whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ATR-86
11/2009

Amendment to Definition of Residence Premises

It is understood and agreed that **Definition 8 of Personal Liability DL 24 01 07 88** is amended to read:

8. "residence premises" means:
- a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;
where you rent to a tenant and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also means a multi family dwelling where at least one of the family units is rented and which is shown as the "residence premises" in the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ATR-88
07/2013

Amendment to Description of Covered Personal Property

It is understood and agreed that **COVERAGES C. Coverage C – Personal Property 1. Covered Property** is deleted and replaced with:

We cover personal property, usual to the occupancy as a rented or seasonal dwelling, and owned by you, while it is on the Described Location.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ATR-91
07/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Theft Limitation Endorsement
(Coverage A – Dwelling)

This endorsement modifies insurance provided under Coverage A - Dwelling:

Coverage A Theft Sublimit: Full limit

The Coverage A Theft Deductible per occurrence is restated as \$2,500

The sublimit shown above is the most we will pay for direct physical loss caused by or resulting from theft or attempted theft.

This limitation does not apply to:

1. Loss or damage that occurs due to looting at the time and place of a riot or civil commotion; or
2. Damage to Building caused by breaking in to or exiting from the Building.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATR-111

09/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Water Damage Limitation Endorsement
(Dwelling Property - Special)

This endorsement modifies insurance provided:

Water Damage Sublimit: Full limit

The Water Damage Deductible per occurrence is restated as \$2,500

The sublimit shown above is the most we will pay for direct physical loss resulting from the following:

- 1. PERILS INSURED AGAINST subsection A. Coverage A – Dwelling And Coverage B – Other Structures 2.c.(1), (7) and Exception To c.(8);**
- 2. PERILS INSURED AGAINST B. Coverage C – Personal Property, paragraphs 12., 13. and 14.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATR-112
09/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Vandalism & Malicious Mischief Limitation
Endorsement –
(Dwelling Property - Special)

Vandalism & Malicious Mischief Sublimit: Full limit

Vandalism & Malicious Mischief deductible per occurrence is restated as \$2,500

In consideration of the premium charged, it is understood and agreed that coverage is afforded hereunder for direct physical loss or damage caused by Vandalism or Malicious Mischief which is defined to mean wilful and malicious damage to insured building(s). The sublimit shown above is the most we will pay for direct physical loss caused by Vandalism or Malicious Mischief.

This coverage is subject to the following additional condition:

- Any physical loss or damage caused by Vandalism or Malicious Mischief must be reported to Underwriters within ten (10) days after the Insured first learns of the loss or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATR-116
09/2012

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW1001 (Insurance)

TOTAL OR CONSTRUCTIVE TOTAL LOSS

It is hereby understood and agreed that in the event of a Total or Constructive Total Loss of any item of property insured during the Period of Insurance specified in the Schedule and the loss is paid by Underwriters then the total premium for that property shall be considered to be fully earned.

This Endorsement shall not apply where State Law or any Premium Finance Agreement would be violated or infringed.

Constructive Total Loss shall be defined as "loss where the cost of recovery and repair would exceed the Limit of Liability shown in the Schedule or the actual cash value (whichever is the lesser amount)".

01/93
LSW546

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38
NMA464

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -
PHYSICAL DAMAGE - DIRECT (U.S.A.)**

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59
NMA1191

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01
NMA2915

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61
NMA1331

U.S.A. & CANADA

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

24/11/88
NMA2340

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97
NMA2802

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

EXHIBIT B

#3



PROPERTY LOSS NOTICE

DATE (MM/DD/YYYY)
6/23/2014

AGENCY IM Insurance Brokerage Inc 1262 56th Street Brooklyn, NY 11219	PHONE (A/C, No, Ext): 718-436-4956	MISCELLANEOUS INFO (Site & location code) 414 Jackson Avenue	DATE OF LOSS AND TIME 6/20/2014	AM <input checked="" type="checkbox"/>	PREVIOUSLY REPORTED YES <input checked="" type="checkbox"/> NO
FAX (A/C, No): 718-436-1152	E-MAIL ADDRESS:	POLICY TYPE PROP/HOME	COMPANY AND POLICY NUMBER CO: POL: ATR D 16370	NAIC CODE	POLICY DATES EFF: 2/12/2014 EXP: 2/12/2015
CODE:	SUB CODE:	FLOOD	CO: POL:		EFF: EXP:
AGENCY CUSTOMER ID: OPHIRSAHA4		WIND	CO: POL:		EFF: EXP:

INSURED		CONTACT		CONTACT INSURED	
NAME AND ADDRESS OF INSURED Amiel Dabush Dorel 14 Marshal Lane Weston, CT 06883		DATE OF BIRTH	NAME AND ADDRESS Dave O'Hara		
RESIDENCE PHONE (A/C, No)		BUSINESS PHONE (A/C, No, Ext)			
CELL PHONE (A/C, No)	E-MAIL ADDRESS dave@digitalks.com/ AMIELDOREL@hotmail.com		RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext) 203-221-8181	
NAME AND ADDRESS OF SPOUSE (IF APPLICABLE)		DATE OF BIRTH	CELL PHONE (A/C, No)	E-MAIL ADDRESS dave@digitalks.com	
		SOC SEC # OR FEIN:	WHERE TO CONTACT		WHEN TO CONTACT

LOSS			POLICE OR FIRE DEPT TO WHICH REPORTED		
LOCATION OF LOSS 414 Jackson Avenue, Bridgeport, CT 06606					
KIND OF LOSS	<input checked="" type="checkbox"/> FIRE	<input type="checkbox"/> LIGHTNING	<input type="checkbox"/> FLOOD	<input checked="" type="checkbox"/> OTHER (explain) Water	PROBABLE AMOUNT ENTIRE LOSS
	<input checked="" type="checkbox"/> THEFT	<input type="checkbox"/> HAIL	<input type="checkbox"/> WIND		
DESCRIPTION OF LOSS & DAMAGE (Use separate sheet, if necessary) REsidential Burglary					

POLICY INFORMATION					
MORTGAGEE <input type="checkbox"/> NO MORTGAGEE					
HOMEOWNER POLICIES SECTION 1 ONLY (Complete for coverages A, B, C, D & additional coverages. For Homeowners Section II Liability Losses, use ACORD 3.)					
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	DEDUCTIBLES	DESCRIBE ADDITIONAL COVERAGES PROVIDED
			0		ON
<input type="checkbox"/> COVERAGE A. EXCLUDES WIND					
SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)					
FIRE, ALLIED LINES & MULTI-PERIL POLICIES (Complete only those items involved in loss)					
ITEM	SUBJECT OF INSURANCE	AMOUNT	% COINS	DEDUCTIBLE	COVERAGE AND/OR DESCRIPTION OF PROPERTY INSURED
	BLDG <input type="checkbox"/> CNTS				
	BLDG <input type="checkbox"/> CNTS				
	BLDG <input type="checkbox"/> CNTS				

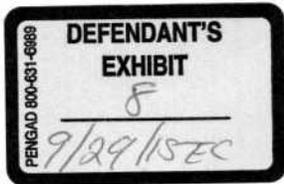
DEFENDANT'S EXHIBIT
 6
 9/29/15 EC
 PENGAD 800-631-8989

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)					
FLOOD POLICY	BUILDING:	DEDUCTIBLE:	ZONE	PRE FIRM	DIFF IN ELEV
	CONTENTS:	DEDUCTIBLE:		POST FIRM	FORM TYPE
WIND POLICY	BUILDING	DEDUCTIBLE	CONTENTS	ZONE	FORM TYPE
					GENERAL DWELLING
					CONDO

REMARKS/OTHER INSURANCE (List companies, policy numbers, coverages & policy amounts)/NY ONLY: PREVIOUS ADDRESS OF INSURED & WIFE'S MAIDEN NAME					
CAT #	FICO #	ADJUSTER ASSIGNED	ADJUSTER #	DATE ASSIGNED	
REPORTED BY	REPORTED TO	SIGNATURE OF INSURED 		SIGNATURE OF PRODUCER Isaac Mayer	

EXHIBIT C

#3



CAPSTONE
ISG

Tony Smith, AIC
National CAT Director
tsmith@capstoneisg.com

August 12, 2014

Mr. Ameil Dabush Dorel
11 Jean Terrace
Trumbull, CT 06611

RE: Claim #: 15.012793.00-D
Policy Number: ATRD16370
Insured: Ameil Dabush Dorel
Loss Location: 414 Jackson Avenue, Bridgeport, CT 06606
Date of Loss: 6/20/14
Our file number: 36-37

Dear Mr. Dorel:

Capstone ISG is the independent adjusting firm hired by your insurance carrier, Certain Underwriters at Lloyds of London, hereinafter referred to as Underwriters, to handle your reported loss which occurred on June 20, 2014. The claim was submitted for reported damage to the insured building located at 414 Jackson Avenue, Bridgeport, CT 06606. Underwriters issued policy # ATRD16370 to Ameil Dabush Dorel. (the "insured") effective 2/12/14 to 2/12/15.

Our principal, Underwriters, has requested we advise you that the facts reported to date indicate that no coverage for theft would apply under the captioned policy of insurance. Our investigation confirms that the property has been vacant since purchase and renovations have been ongoing.

Please review the DP 00 03 (12/02) policy form which states:

PERILS INSURED AGAINST

A. Coverage A . Dwelling And Coverage B. Other Structures

- 1. We insure against risk of direct physical loss to property described in Coverages A and B.
- 2. We do not insure, however, for loss:
 - a. Excluded under General Exclusions;
 - b. Involving collapse, except as provided in Other Coverage 10. Collapse; or
 - c. Caused by:

#3

(6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Based on the above, the theft of the copper pipes and boiler damage would not be a covered loss. In view of the stated policy provisions, we regret that Underwriters must decline the coverage for this claim. By stating the above reasons for denial, Underwriters does not intend to waive any of the rights or defenses, which they now have, or may discover in the future, under the above numbered policy. All rights, defenses and privileges afforded to Underwriters pursuant to the policy are hereby expressly reserved on their behalf.

Underwriters expressly reserves its right to supplement this letter by raising additional defenses to coverage and asserts all defenses based upon law or policy terms and conditions, exclusions and/or limitations of the subject policy either during the course of any inquiry into the facts relating to this claim or in any future litigation or proceeding pertaining to insurance coverage in this matter. No actions heretofore or hereinafter taken by Underwriters shall be construed as either a waiver of its policy provision or its rights thereunder all of which are hereby reserved.

Thank you for your cooperation during the course of our investigation. If you have any questions regarding anything in this letter or additional information that you would like to bring to our attention, please do not hesitate to contact me at swainright@capstoneisg.com or 704-535-8242 x 1703.

Waiving none, but in all other respects, reserving the rights and defenses of Underwriters, we remain,

Very truly yours,

Sheila Wainright, AIC, PCLA
Supervisor

CC: JIMCOR
Attn: Melissa Imparato
60 Craig Road
Montvale, NJ 07645

CC: IM Insurance Brokerage
1262 56th St.
Brooklyn, NY. 11219

CERTIFICATION

This is to hereby certify that a copy of the foregoing was mailed on January 25, 2016 to counsel and all pro se parties of record as follows:

Edward J. Leavitt, Esq.
25 Bluff Avenue
West Haven, CT 06516

Amiel Dabush Dorel
14 Marshall Lane
Weston, CT 06883

/s/ Willaim A. Meehan
William A. Meehan